

Housing and Property Chamber
First-tier Tribunal for Scotland



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under the Private Housing (Tenancies)(Scotland) Act 2016 (“the 2016 Act”) and Rule 70 of The First-tier Tribunal for Scotland Housing and Property Chamber (Rules of Procedure) Regulations 2017 (“the 2017 Rules)

Chamber Ref: FTS/HPC/CV/21/1214

Re: Property at 10 Silverbank Road, Cambuslang, Glasgow, G72 7FJ (“the Property”)

Parties:

Mr Adrian Hill and Mrs Vivien Hill, 28 Benet Close, Milton, Cambridge, CB24 6AL (“the Applicants”)

Let It, 123 Stockwell Street, Glasgow, G1 4LT (“the Applicants’ Representative”)

Mr Jason Wylie, current whereabouts unknown, previously residing at 10 Silverbank Road, Cambuslang, Glasgow, G72 7FJ (“the Respondent”)

Tribunal Members:

Ms Susanne L M Tanner Q.C. (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent should pay the Applicant the sum of TWO THOUSAND SEVEN HUNDRED AND THIRTY ONE POUNDS AND THIRTY FIVE PENCE (£2731.35) STERLING; and made an Order for Payment in respect of the said sum

STATEMENT OF REASONS

1. Procedural Background

- 1.1. The Applicant's Representative made an Application to the tribunal on 20 May 2021 in terms of Section 16 of the 2014 Act and Rule 70 of the 2017 Rules, seeking an order for payment against the Respondent in the sum of £3206.35 in respect of rent arrears, damage to property and cost of sheriff officers (which sum was later amended, as outlined below).
- 1.2. The documentation with the Application comprised:
 - 1.2.1. Tenancy Agreement;
 - 1.2.2. Rent Statement;
 - 1.2.3. Emails to/from the Respondent;
 - 1.2.4. Sheriff Officer trace report advising unable to locate Mr Wylie's current whereabouts;
 - 1.2.5. Final inspection report;
 - 1.2.6. Sheriff officer trace report (Walker Love)
 - 1.2.7. Cleaning invoice (Guys Property Services)
 - 1.2.8. Kitchen & Door repairs invoice (LKS Construction Limited)
 - 1.2.9. Electrical Repairs invoice (A2B electrical).
 - 1.2.10. Check in / Check out inventory.
- 1.3. On 6 June the Applicants' Representative submitted an application for Service by Advertisement with supporting evidence.
- 1.4. On 8 June 2021, the Applicants' Representative responded to a request for further information and confirmed that he wished to amend the sum claimed downwards by £475 to take account of the cost of cleaning, which was one of the heads of claim, having already been settled from the deposit. An amended form F was submitted which for the sum of £2731.35, comprising:
 - 1.4.1. Rent arrears £2167.75;
 - 1.4.2. Cost to repair damaged door and damage in kitchen £399.60;
 - 1.4.3. Cost of repair to broken socket and spotlight £110.00; and
 - 1.4.4. Cost of Sheriff Officer trace to attempt to locate tenant £54.00.
- 1.5. Deposit information was also provided by which showed that the Applicants received the total deposit of £615.00 after a claim was made at the end of the tenancy.
- 1.6. On 23 June 2021, the tribunal's administration confirmed that the Applicants became registered proprietors of the Property on 7 September 2006.

- 1.7. On 23 June 2021, the Application and documentation submitted with it was considered by the legal member of the tribunal with delegated powers of the Chamber President and was accepted for determination by the tribunal.
- 1.8. A Case Management Discussion (“CMD”) was fixed for 13 August 2021 at 10.00 by teleconference.
- 1.9. Parties were notified of the date, time and place of the CMD and were told that they were required to attend. Parties were advised that the tribunal may do anything at a CMD which it may do at a hearing, including making a decision on the application, which may involve making or refusing a payment order. Parties were advised that if they do not attend the CMD that would not stop a decision or order being made by the tribunal if the tribunal considers that it has sufficient information before it to do so and the procedure has been fair. The Respondent was invited to submit written representations in response to the Application.
- 1.10. The Respondent was served with the Application and notification of CMD by advertisement on the tribunal’s website for the required period.
- 1.11. The Respondent did not submit any written representations or make any contact with the tribunal up to and including the date of the CMD on 13 August 2021.

2. CMD: 13 August 2021 at 1400h by teleconference

- 2.1. Mr Dunsmore from the Applicant’s Representative attended.
- 2.2. The Respondent did not attend the hearing and made no contact with the tribunal’s administration. The tribunal was satisfied in terms of Rule 29 of the 2017 Rules that the requirements of Rule 24(1) of the 2017 Rules regarding the giving of notice of a hearing had been duly complied with and proceeded with the Application upon the representations of the Applicant and all the material before it.
- 2.3. Mr Dunsmore dealt with each of the heads of claim in turn:

Rent arrears

- 2.4. Mr Dunsmore stated that it was discovered on 11 March 2021 that the tenant had left the Property. As at that date he had a considerable amount of rent arrears, totalling £2167,75, after part of the deposit of £615.00 was recovered and applied to the account. The period over which rent arrears accrued was

from 2 November 2020 until 11 March 2021, which is the date that it was discovered that the property had been abandoned during a routine inspection. The majority of the Respondent's belongings had been removed and there was nothing to suggest that he was still living there. Mr Dunsmore relied on the Short Assured Tenancy agreement and the rent statement as evidence in relation to the claim for rent arrears.

2.5. He confirmed that the Applicants' Representative asked for the deposit of £615.00 to cover works required with any additional amount going towards rent arrears. The deposit was returned to the Landlord in its entirety. The Respondent did not engage in the deposit process. The £615 is shown on the rent statement as a credit note. The cost of cleaning (£475) was taken from the deposit and the remainder was offset against rent.

Cost to repair damaged doors and damage in kitchen.

2.6. Mr Dunsmore stated that the tenant had caused damage to door and the kitchen, as noted in the final inspection report which is lodged. The amount for the repairs required was £399.60, as per the invoice from LKS Construction. The invoice lists the work done. Mr Dunsmore stated that all of the items were damaged during the tenancy. He stated that they normally carried out inspections every 3 to 4 months for a quick look at the Property and nothing was noted in the previous inspection so it must have been caused prior to the date that the Respondent left the Property without notice.

Cost to repair broken spotlight and socket.

2.7. Mr Dunsore referred to the invoice from A 2 B electrical for £110.00 in respect of remedial works carried out as per quote; and the final inspection report which includes issues with bulbs and spotlights in the bathroom. Mr Dunsmore referred to the original quote and advised that it says "to fix sockets and lights".

Cost of sheriff officer trace.

2.8. Mr Dunsmore confirmed that the legal basis for this head of claim was that the tenancy agreement, clause 2.20 says that the tenant is liable for any costs associated with remedying a breach. He referred to the Sheriff Officer's invoice as supporting evidence.

Total claim (as amended)

2.9. Mr Dunsmore summarised the claim as comprising:

2.9.1. Rent £2,167.75 (after deposit)

2.9.2. Damaged door and damage in kitchen £399.60

2.9.3. Repair to broken socket and spotlight £110.

2.9.4. Sheriff officer trace £54.

2.10. The total claim was £2731.35 and he invited the tribunal to make a payment order for this amount.

3. The tribunal makes the following findings-in-fact:

3.1. There was a Short Assured Tenancy between the Applicants and the Respondent in respect of the Property.

3.2. The Respondent left the Property without notice and the end of the tenancy was 11 March 2021, which is the date upon which the Applicants' Representative discovered that the Respondent had left the Property.

3.3. The Respondent's deposit of £615.00 was paid to the Applicants by the tenancy deposit protection company in its entirety.

3.4. As at 11 March 2021, there were rent arrears of £2167.75, after part of the Respondent's deposit was applied to the outstanding balance.

3.5. The Respondent damaged a door and caused damage in the kitchen of the Property and the cost to repair the same was £399.60, which was paid by the Applicants.

3.6. The Respondent damaged a socket and a spotlight in the Property and the cost to repair the same was £110.00, which was paid by the Applicants.

3.7. The cost of instructing Sheriff Officers to attempt to trace the Respondent to recover rent arrears and the cost of damage caused to the Property, in breach of the tenancy agreement, was £54.00.

4. **Decision**

4.1. The tribunal determined on the basis of the Application (including supporting documents) and the oral representations made on behalf of the Applicant; and in the absence of written or oral submissions from the Respondent; that the Applicants had proved that the Respondents owes the Applicant the amended sum of £2731.35 sought on behalf of the Applicants and made an order for payment by the Respondent to the Applicants for the said sum.

Right of Appeal

In terms of Section 46 of the Tribunal (Scotland) Act 2014, a party aggrieved by the decision of the Tribunal may appeal to the Upper Tribunal for Scotland on a point of law only. Before an appeal can be made to the Upper Tribunal, the party must first seek permission to appeal from the First-tier Tribunal. That party must seek permission to appeal within 30 days of the date the decision was sent to them.



**Susanne L. M. Tanner Q.C.
Legal Member/Chair**

13 August 2021